

# Exhibit 1

## **ADDENDUM TO SETTLEMENT AGREEMENT AND RELEASE**

This is an Addendum to the Settlement Agreement and Release (the “Agreement”) entered into by and between Felipe Kelly (“Plaintiff”), individually and on behalf of a class he seeks to represent, and Brooklyn Events Center, LLC d/b/a Barclays Center, Levy Premium Foodservice Limited Partnership (“Levy”) and Professional Sports Catering LLC (collectively, “Levy” or “Defendants,” together with Plaintiff, the “Parties”).

WHEREAS, on August 21, 2018, the Parties entered into the Agreement to resolve a class action lawsuit filed in the United States District Court for the Eastern District of New York, captioned *Kelly v. Brooklyn Events Center, LLC d/b/a Barclays Center, et al.*, 17-cv-04600;

WHEREAS, on September 12, 2018, Plaintiff filed an unopposed motion for Preliminary Approval of the Settlement (ECF No. 30);

WHEREAS, on September 25, 2018, Magistrate Judge Roanne Mann held a telephonic court conference with the Parties to discuss the Settlement, and raised certain issues with the Parties with respect to the Agreement (ECF No. 34);

WHEREAS, the Parties thereafter met and conferred to address the issues raised by the Court, resulting in this Addendum;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth in the Agreement, as well as the good and valuable consideration provided for therein, the Parties hereto agree to the following terms and conditions:

**Section 4.2(D)** of the Agreement is hereby amended as follows:

Any Class Member who does not properly submit an Opt out Statement pursuant to this Agreement will be deemed to have accepted the Settlement and the terms of this Agreement, and will be eligible to participate as a Tier One, Two, or Three Class Member as set forth in this Agreement. Any Class Member who opts out under this Section will not be entitled to class member relief. Any Class Member who fails to submit a Claim Form in accordance with Section 4.1(D) of this Agreement will not be eligible for Tier Two or Three class member relief.

**Section 4.3(A)** of the Agreement is hereby amended as follows:

Class Members who wish to present objections to the proposed Settlement at the Fairness Hearing must first do so in writing. To be considered, such statement must be e-mailed to the Settlement Administrator or mailed to the Settlement Administrator via First-Class mail, postage prepaid, and be received by the Settlement Administrator by a date certain forty-five (45) days after the Claims Administrator mails a Notice to such Class Member. The statement must include all reasons for the objection; and any reasons not included in the statement will not be considered. The statement must also include the name, address, e-mail(s), and telephone number(s) for the Class Member making the objection. If received by e-mail, the Settlement Administrator will forward the email to Class Counsel and

Defendant's Counsel as soon as received. If received by First Class mail, the Settlement Administrator will stamp the date received on the original and send copies of each objection to Class Counsel and Defendant's Counsel as soon as they are received. The final list will be submitted by Plaintiff, with redaction of any personal identifying information, along with the declaration of the Settlement Administrator attached to the Final Approval Motion.

**Section 5.1** of the Agreement is hereby amended as follows:

**Release of Class Member Claims.** By operation of the entry of Final Approval, and except as to such rights or claims as may be created by this Agreement, each Class Member shall release Levy Premium Foodservice Limited Partnership, Brooklyn Events Center, LLC d/b/a Barclays Center, and Professional Sports Catering LLC from all claims, demands, causes of action, and liabilities, known and unknown, that he/she had, have, or may have under any legal or equitable theory, against these entities arising from or relating to or concerning his/her denial of employment by Levy Premium Foodservice Limited Partnership in connection with his/her criminal history under the NYCHRL, the Correction Law, FCRA, NY FCRA, and Title VII, including any right to recover any and all available damages, attorneys' fees and costs.<sup>1</sup> Defendants represent that this Class Release is not intended to and does not release claims of plaintiffs or class members (potential or certified) in *Brooks v. Barclays Center*, No. 17 Civ. 4186 (E.D.N.Y.).<sup>2</sup>

**WE AGREE TO THESE TERMS,**

Dated: New York, New York  
October 1, 2018

By: /s/ Frederick T. Smith  
**SEYFARTH SHAW LLP**  
Frederick T. Smith  
1075 Peachtree Street, N.E.  
Suite 2500  
Atlanta, Georgia 30309  
Tel.: (404) 888-1021

Gina Merrill  
620 Eighth Avenue  
New York, New York 10018

By: /s/ Ossai Miazad  
**OUTTEN & GOLDEN LLP**  
Ossai Miazad  
Christopher M. McNerney  
Nina T. Martinez  
685 Third Ave, 25th Floor  
New York, New York 10017  
Tel.: (212) 245-1000

**YOUTH REPRESENT**  
Michael Pope

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<sup>1</sup> Here, for the avoidance of doubt, the parties agree that Levy Premium Foodservice Limited Partnership (and not the other two entities) was the decision maker responsible for hiring decisions that are the subject of the Litigation and would have been the employer of Plaintiff and the putative class. Class Members are therefore not releasing claims relating to applications for employment, if any, at either Brooklyn Events Center, LLC d/b/a Barclays Center or Professional Sports Catering LLC, which are not the subject of the Litigation.

Tel.: (212) 218-4648

*Attorneys for Defendants*

Eric Eingold

11 Park Place, Suite 1512

New York, New York 10007

Tel.: (646) 759-8080

*Attorneys for Plaintiff and the Putative  
Settlement Class*